

REMARKS/ARGUMENTS

Favorable reconsideration of this application in view of the above amendments and following remarks is respectfully requested.

Claim 17-22 are pending in this application. By this Amendment, Claim 17 is amended; Claim 22 is added; and no claims are cancelled herewith. It is respectfully submitted that no new matter is added by this amendment.

The outstanding Office Action rejects Claims 17-21 under 35 U.S.C. § 112, second paragraph; Claims 17-21 were rejected under 35 U.S.C. § 102(b) as anticipated by or as obvious over U.S. Patent No. 5,754,850 to Janssen; and Claims 17-21 were rejected under 35 U.S.C. § 103(a) as unpatentable over Janssen in view of United Rentals.

With respect to the rejection under 35 U.S.C. § 112, second paragraph, Claim 17 is amended by the present amendment. Withdrawal of the rejection under 35 U.S.C. § 112, second paragraph, is respectfully requested.

With respect to the rejection of the claims under 35 U.S.C. § 102(b) and 35 U.S.C. § 103(a), those rejections are respectfully traversed. In particular, the applied art does not teach, suggest or render obvious the claimed features that the server is configured to provide the second network terminal with the information related to the construction machine for rent as a calendar, the second network terminal displaying information on the display screen in the form of the calendar, related to the rental situation of the construction machine for rent, the rental situation including whether the construction machine is rented, vacant, under course of negotiations and in course of maintenance, at least during a period corresponding to the rental period inputted through the second network terminal, as recited in Claim 17 and similarly recited in new Claim 22.

In contrast, Janssen discusses a search system directed to real estate as well as schools, doctors, cars, apartments, vacation packages, lawyers and CPAs. The Office Action

acknowledges that Janssen does not discuss information provided related to the construction machine for rent as a calendar displaying information related to the rental situation of the construction machine for rent, the rental situation including whether the construction machine is rented, vacant, under course of negotiations and in course of maintenance. The Office Action further asserts that the type of data being claimed and how it is presented is not positively recited. However, Claim 17 is amended and new Claim 22 similarly recite that the second network terminal displays information on the display screen in the form of the calendar, related to the rental situation of the construction machine for rent, the rental situation including whether the construction machine is rented, vacant, under course of negotiations and in course of maintenance, at least during a period corresponding to the rental period inputted through the second network terminal.

Applicant submits that the features of the claimed invention are positively recited and are not taught or suggested in the applied art of Janssen. Instead, the Office Action merely asserts that the use of calendars to display data relating to rental items is old and well-known. No evidence to that effect is offered. To the extent that the Examiner is using Official Notice, this assertion is respectfully traversed. Ultimately, Janssen does not disclose any features related to construction machines.

With respect to the rejection of Claims 17-21 under 35 U.S.C. § 103(a), neither Janssen nor United Rentals disclose the features of the claimed invention discussed above. As discussed above, Janssen does not disclose the positively recited features of Claims 17 and 22 with respect to displaying on a display screen the information in the form of a calendar. Applicant disagrees that United Rentals makes up for the deficiencies of Janssen. That is, United Rentals does not disclose information related to the construction machine for rent including at least whether the construction machine is under course of negotiations and in course of maintenance.

As shown in Fig. 5 and as disclosed at least in the present specification on page 11, the calendar displays operating situations of various types of machines. The operating situations are displayed on the calendar separately in the form of any one of the course of rental, in course of vacant, in the course of negotiations, and in course of maintenance. In contrast, United Rentals merely discusses that customers may rent and buy equipment on line, review specifications of equipment available for rent, as well as browse through listings of used equipment including equipment specifications photos and operating histories. In accordance with the features of the claimed invention, it is possible to quickly hold information jointly between the person desiring to receive the rental service and the person who desires to rent. In turn, a reduction in total holding numbers of construction machines held by rental companies is achieved, providing precise rental desires of the renter is accomplished, and the rate of operation of construction machines is enhanced. There is no teaching or suggestion in the applied art related to under course of negotiations and in course of maintenance as well as displaying this information on a calendar. Accordingly, the applied art cannot provide at least the advantages discussed above.

The Office Action states that the claimed data would naturally flow from the fact that the intended use of the system is for the rental of the construction machines. Applicant disagrees. Specifically, Applicant asserts that obviousness cannot be proven by merely showing that elements of a claimed device were known in the art. As the KSR Court noted, it must be shown that one of skill in the art would have had some “apparent reason to combine the known elements in the fashion claimed.” KSR Int’l Co. v. Teleflex Inc., 127 S.Ct. 1727, 1741 (2007). Further, the Board of Appeals asserts on page 15, lines 18-19 of the Decision citing KSR, that given the time dependent nature of rental, using a calendar format would have been obvious to one of ordinary skill in the art. However, Applicant asserts that there is no apparent reason to combine the known elements because Janssen is not concerned with

time dependent searching. Instead, Janssen is directed to using the search criteria and assigning full or partial points for closely satisfying a search criteria whether they are near or exact matches. Accordingly, it is respectfully submitted that there is no basis in the teachings of either Janssen or United Rentals to support their applied combination. Certainly, the outstanding Office Action fails to cite to any specific teachings within either reference to support the applied combination. Accordingly, it is respectfully submitted that the combination of Janssen with United Rentals is the result of hindsight reconstruction in view of the teachings of the present specification, and is improper.

For at least the reasons set forth above, Applicant submits that the applied art does not teach, suggest or render obvious the features of the claimed invention. Further, the Office Action has failed to provide a *prima facie* case of obviousness with regard to the claimed invention. Withdrawal of the rejection of the claims under 35 U.S.C. § 102(b) and 35 U.S.C. § 103(a) is respectfully requested.

Consequently, for the reasons discussed in detail above, no further issues are believed to be outstanding in the present application, and the present application is believed to be in condition for formal allowance. Therefore, a Notice of Allowance is earnestly solicited.

Should the Examiner deem that any further action is necessary to place this application in even better form for allowance, the Examiner is encouraged to contact the undersigned representative at the below listed telephone number.

Respectfully submitted,

OBLON, SPIVAK, McCLELLAND,  
MAIER & NEUSTADT, P.C.

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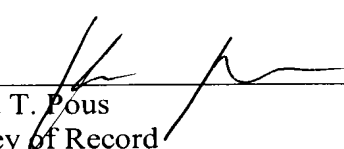
**22850**

Tel: (703) 413-3000

Fax: (703) 413 -2220

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\_\_\_\_\_  
Robert T. Pous  
Attorney of Record  
Registration No. 29,099

Kevin M. McKinley  
Registration No. 43,794